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OGLESBY CO., Inc., v. OULD CO., Inc.

June 10, 1915.

[85 S. E. 475.]

Account (§ 14*)—Equitable Jurisdiction—Complicated Accounts—Inadequate Remedy at Law.—Where complainant company contracted to sell its wholesale business in dry goods, notions, etc., including its entire stock of merchandise and bills receivable, to the defendant company, which agreed to discharge all debts of the complainant, and to pay it \$100,000 in preferred stock, and where, after the complainant had turned over to the defendant its premises and stock, and had transferred all the property under the contract, and such defendant had taken possession of the complainant company's business and its former employees, the defendant company repudiated the contract and abandoned the property taken over of which it had not disposed, leaving the financial relations of the parties in the greatest complication, equity had jurisdiction to entertain complainant's suit to determine the amount defendant owed it, as, by reason of mutual accounts, repeated trespasses, the investigation of a contract embracing a multitude of terms, and the complexity of accounts between the parties, the concurrent remedy at law is less adequate than that at equity.

[Ed. Note.—For other cases, see Account, Cent. Dig. § 71; Dec. Dig. § 14.* 1 Va.-W. Va. Enc. Dig. 88; 14 Va.-W. Va. Enc. Dig. 7; 15 Va.-W. Va. Enc. Dig. 11.]

Appeal from Circuit Court of City of Lynchburg.

Suit by the Oglesby Company, Incorporated, against the Oull Company, Incorporated. From a decree sustaining defendant's demurrer to the bill, complainant appeals. Reversed, and cause remanded for further proceedings.

Harrison & Long, of Lynchburg, for appellant.

Coleman, Easley & Coleman, of Lynchburg, and *John S. Eggleston*, of Richmond, for appellee.

EASTERN MOTOR SALES CORPORATION v. APPERSON-LEE MOTOR CO., Inc.

June 10, 1915.

[85 S. E. 479.]

1. Principal and Agent (§ 89*)—Action for Compensation—Instructions.—In an action on a contract giving plaintiff the exclusive right to sell motor trucks in certain territory and to have the profit thereon above a specified price, an instruction that plaintiff was entitled to

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.